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06/15/2021 ☐ **Notice of Service**

Affidavit of Service.

Filed By: SHAUN CRAIG BROEKER

On Behalf Of: FONN ENTERPRISES LLC

☐ **Summons Personally Served**

Document ID - 21-SMOS-613; Served To - GOLISH, MARK; Server - ; Served Date - 07-JUN-21; Served Time - 00:00:00; Service Type - Sheriff Department; Reason Description - Served

02/25/2021 ☐ **Summ Issd- Circ Pers Serv O/S**

Document ID: 21-SMOS-613, for GOLISH, MARK.

02/17/2021 ☐ **Jury Trial Scheduled**

Scheduled For: 08/23/2021; 9:00 AM ; MICHAEL FRANCIS STELZER; City of St. Louis

02/10/2021 ☐ **Judge/Clerk - Note**

The summons was not issued due to a request to hold service.

02/09/2021 ☐ **Filing Info Sheet eFiling**

Filed By: SHAUN CRAIG BROEKER

☐ **Pet Filed in Circuit Ct**

Petition; Exhibit A; Exhibit B; Exhibit C.

Filed By: SHAUN CRAIG BROEKER

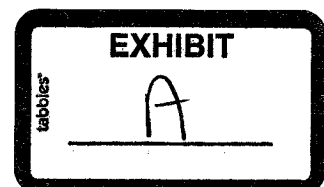
On Behalf Of: FONN ENTERPRISES LLC

☐ **Judge Assigned**

Case.net Version 5.14.17.7

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Released 05/13/2021



**IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS  
STATE OF MISSOURI**

FONN ENTERPRISES, LLC,	)	
	)	
Plaintiff,	)	
	)	Case No.
v.	)	
	)	Division No.
MARK GOLISH,	)	
	)	
<b>Serve:</b>	)	
3820 Highway 145 South	)	
Harrisburg, Illinois 62946	)	
	)	
Defendant.	)	
	)	
<b><i>HOLD FOR SERVICE</i></b>	)	

**PETITION**

Plaintiff Fonn Enterprises, LLC (“Plaintiff”) for its Petition against Defendant Mark Golish (“Golish”), states as follows:

**I. THE PARTIES**

1. Plaintiff is a limited liability company organized under the laws of Missouri, in good standing in Missouri, and doing business in Cape Girardeau County, Missouri.
2. Upon information and belief, Golish is a resident of Illinois.

**II. JURISDICTION AND VENUE**

3. This Court has jurisdiction because Golish received medical care and treatment from Midwest Neurosurgeons, LLC (“MWNS”) and Midwest Surgery Center, LLC (“MWSC”) (collectively, “Fonn Medical Providers”) within the State of Missouri. The Fonn Medical Providers assigned their rights to payment for the goods and services they provided to Golish (from which this action arises) to Plaintiff on May 28, 2019.
4. Venue is proper under MO. REV. STAT. § 508.010.

### III. FACTUAL BACKGROUND

5. On or about February 17, 2010, Golish signed and delivered to the Fonn Medical Providers a contract, the relevant portion of which is reproduced below:

**Authorization and Release:**

I certify that I have read and understand the above information to the best of my knowledge. The above questions have been accurately answered. I understand that providing incorrect information can be dangerous to my health. I authorize the doctor to release any information including the diagnosis and the records of any treatment or examination rendered to me or my child during the period of such healthcare to third party payers and/or health practitioners. I authorize and request my insurance company to pay directly to the doctor or medical group insurance benefits otherwise payable to me. I understand that my health insurance carrier may pay less than the actual bill for services. I agree to be responsible for payment of all services rendered on my behalf or my dependents.

SIGNATURE: Mark Golish DATE: 2-17-10

**LATE CHARGES.** If I do not pay the entire new balance within 25 days of the monthly billing date, a late charge of 1.5 % on the balance then unpaid and owed will be assessed each month (if allowed by law). In the case of default on payment of this account, I agree to pay collection costs and reasonable attorney fees incurred in attempting to collect on this amount or any future outstanding account balances.

(the "Contract"). Golish signed a second contract on April 24, 2017.<sup>1</sup>

6. On various dates going back to February 10, 2011, Golish appeared at the Fonn Medical Providers' place of business, and requested and received care and treatment for various injuries.

7. The Fonn Medical Providers received payments towards some of its charges for treating Golish's injuries. Many of the Fonn Medical Providers' charges remain unpaid however, in whole or even in part.

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<sup>1</sup> A full copy of the Contracts are not attached to this Petition because they contain confidential and personal information protected by the Health Insurance Portability and Accountability Act.

8. The principal amounts of the unpaid charges for the medical care and treatment provided by the Fonn Medical Providers to Golish on or after February 10, 2011 for MWNS total \$118,492.15 and for MWSC total \$6,948.00, and are reflected in **Exhibit A** attached hereto.<sup>2</sup>

9. The accrued interest on those unpaid principal balances as of the date of this filing, \$120,106.88 for MWNS and \$4,513.03 for MWSC.

10. Interest continues to accrue on the unpaid medical expenses Golish incurred at the rate of \$34.37 per day.

11. On May 28, 2019, Dr. Sonjay Fonn on behalf of MWNS, executed an Assignment of Accounts Receivable that transferred, conveyed, and assigned to Plaintiff “all of its right, title and interest in and to all accounts receivable from Mark Golish, being in the principal amount of One Hundred Seventy Thousand Five Hundred Twenty-Nine Dollars and Five Cents (\$170,529.05), more or less, including any contract rights related thereto.” A true and accurate copy of MWNS’s Assignment is attached hereto as **Exhibit B**.

12. Also, on May 28, 2019, Dr. Sonjay Fonn on behalf of MWSC, executed an Assignment of Accounts Receivable that transferred, conveyed, and assigned to Plaintiff “all of its right, title and interest in and to all accounts receivable from Mark Golish, being in the principal amount of Six Thousand Nine Hundred Forty-Eight Dollars (\$6,948.00), more or less, including any contract rights related thereto.” A true and accurate copy of MWSC’s Assignment is attached hereto as **Exhibit C**.

13. Golish agreed that he was ultimately responsible for payment in full for the charges related to the treatment that was later assigned to Plaintiff.

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<sup>2</sup> The service date and CPT Codes have been redacted from Exhibit A for privacy reasons.

14. Neither Golish nor any other person acting on behalf of Golish has paid any portion of the amounts described in Paragraph 8 above.

15. All of the outstanding and unpaid charges described in Paragraphs 8 above are past due and payable.

#### **IV. CLAIM BREACH OF CONTRACT**

16. Plaintiff realleges and incorporate Paragraphs 1 through 15, inclusive, as if set forth fully herein.

17. By entering into the Contracts with the Fonn Medical Providers, Golish agreed he was responsible for payment for all services rendered to him by the Fonn Medical Providers.

18. The Assignments executed by the Fonn Medical Providers transferred the right to collect under the Contracts to Plaintiff.

19. Golish received medical care and treatment from the Fonn Medical Providers for which charges in the amount of \$118,492.15 for MWNS and \$6,948.00 for MWSC remain unpaid.

20. Plaintiff's assignors/predecessors in interest fully performed all of their obligations under the Contracts prior to assigning their rights to Plaintiff.

21. Golish breached the Contracts by refusing to pay the amounts owed for the medical care and treatment provided by the Fonn Medical Providers, in the amounts identified in **Exhibit A**.

22. As a direct result of Golish's breach of contract, Plaintiff has incurred damages in the sum of \$125,440.15 in unpaid principal plus \$124,619.91 in accrued interest.

WHEREFORE, Plaintiff Fonn Enterprises, LLC prays that judgment be entered in its favor and against Defendant Mark Golish for the sum of not less than \$250,060.06, together with interest,

costs, and attorneys' fees, and such other and further relief to which they may each be entitled under the circumstances.

Respectfully Submitted,

**THOMPSON COBURN LLP**

By: /s/Shawn C. Broeker

Kenton Knickmeyer, #29158

Shawn C. Broeker, #65804

One US Bank Plaza

St. Louis, MO 63101

(314) 552-6000

kknickmeyer@thompsoncoburn.com

sbroeker@thompsoncoburn.com

*Attorneys for Plaintiff Fonn Enterprises, LLC*

2122-CC00306

**MARK GOLISH SERVICE CHARGES**

Service Date	CPT Code	Total Billed	Insurance Payments	Insurance Adjustment	Balance Owed	Date Billed (+10 days)	Interest Owed As Of February 9, 2021
		\$92.00	\$0.00	\$0.00	\$92.00		\$91.04
		\$1,839.00	\$0.00	\$0.00	\$1,839.00		\$1,819.85
		\$4,152.00	\$0.00	\$0.00	\$4,152.00		\$4,108.77
		\$726.00	\$0.00	\$0.00	\$726.00		\$718.44
		\$194.00	\$0.00	\$0.00	\$194.00		\$191.98
		\$48.00	\$0.00	\$0.00	\$48.00		\$47.50
		\$6.00	\$0.00	\$0.00	\$6.00		\$5.94
		\$23.00	\$0.00	\$0.00	\$23.00		\$22.76
		\$11.00	\$0.00	\$0.00	\$11.00		\$10.89
		\$11.00	\$0.00	\$0.00	\$11.00		\$10.89
		\$194.00	\$31.94	\$147.06	\$15.00		\$14.73
		\$48.00	\$0.00	\$0.00	\$48.00		\$47.13
		\$1,839.00	\$0.00	\$0.00	\$1,839.00		\$1,802.22
		\$2,076.00	\$0.00	\$0.00	\$2,076.00		\$2,034.48
		\$2,076.00	\$0.00	\$0.00	\$2,076.00		\$2,034.48
		\$194.00	\$31.94	\$147.06	\$15.00		\$14.70
		\$48.00	\$0.00	\$0.00	\$48.00		\$47.04
		\$97.00	\$13.42	\$73.53	\$10.05		\$9.79
		\$48.00	\$0.00	\$0.00	\$48.00		\$46.76
		\$45.00	\$0.00	\$40.05	\$4.95		\$4.82
		\$140.00	\$65.00	\$60.00	\$15.00		\$14.58
		\$140.00	\$65.00	\$60.00	\$15.00		\$14.30
		\$198.00	\$9.60	\$186.00	\$2.40		\$2.29
		\$8,143.00	\$0.00	\$0.00	\$8,143.00		\$7,759.28
		\$8,068.00	\$0.00	\$0.00	\$8,068.00		\$7,687.81
		\$16,201.50	\$0.00	\$0.00	\$16,201.50		\$15,438.03
		\$12,504.00	\$0.00	\$0.00	\$12,504.00		\$11,914.77

EXHIBIT A

[REDACTED]



	\$5,641.00	\$0.00	\$0.00	\$5,641.00		\$4,542.16
	\$3,874.00	\$0.00	\$0.00	\$3,874.00		\$3,119.37
	\$6,821.00	\$0.00	\$0.00	\$6,821.00		\$5,492.31
	\$3,306.00	\$0.00	\$0.00	\$3,306.00		\$2,662.01
	\$5,641.00	\$397.20	\$18,849.80	(\$13,606.00)		
	\$3,874.00	\$0.00	\$0.00	\$3,874.00		\$3,119.37
	\$6,426.00	\$0.00	\$0.00	\$6,426.00		\$5,174.25
	\$3,306.00	\$0.00	\$0.00	\$3,306.00		\$2,662.01
	\$147.00	\$65.00	\$67.00	\$15.00		\$12.08
	\$154.00	\$0.00	\$0.00	\$154.00		\$119.91
	\$12.00	\$0.00	\$0.00	\$12.00		\$7.39
	\$198.00	\$0.00	\$0.00	\$198.00		\$116.20
	\$198.00	\$0.00	\$0.00	\$198.00		\$114.73
	\$1,332.00	\$0.00	\$0.00	\$1,332.00		\$659.80
	\$56.00	\$0.00	\$0.00	\$56.00		\$26.96
	\$253.00	\$0.00	\$0.00	\$253.00		\$121.79
	\$13.00	\$0.00	\$0.00	\$13.00		\$6.26
	\$13.00	\$0.00	\$0.00	\$13.00		\$5.76
	\$13.00	\$0.00	\$0.00	\$13.00		\$4.80
<b>TOTAL PRINCIPAL</b>				<b>\$118,492.15</b>	<b>TOTAL INTEREST</b>	<b>\$120,106.88</b>

	\$1,158.00	\$0.00	\$0.00	\$1,158.00		\$801.72
	\$1,158.00	\$0.00	\$0.00	\$1,158.00		\$799.50
	\$1,158.00	\$0.00	\$0.00	\$1,158.00		\$797.28
	\$1,158.00	\$0.00	\$0.00	\$1,158.00		\$708.44
	\$1,158.00	\$0.00	\$0.00	\$1,158.00		\$704.00
	\$1,158.00	\$0.00	\$0.00	\$1,158.00		\$702.10
<b>TOTAL PRINCIPAL</b>				<b>\$6,948.00</b>	<b>TOTAL INTEREST</b>	<b>\$4,513.03</b>

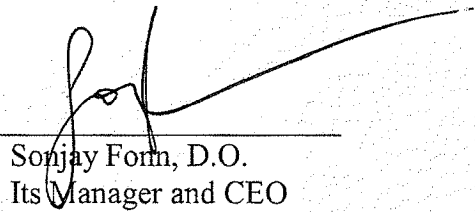
## ASSIGNMENT OF ACCOUNTS RECEIVABLE

In consideration of payment in the amount of Eight Thousand Five Hundred Twenty-Six Dollars and Forty-five Cents (\$8,526.45), receipt of which is hereby acknowledged, Midwest Neurosurgeons LLC does hereby transfer, convey and assign to Fonn Enterprises, LLC, all of its right, title and interest in and to all accounts receivable from Mark Golish, being in the principal the amount of One Hundred Seventy Thousand Five Hundred Twenty-Nine Dollars and Five Cents (\$170,529.05), more or less, including any contract rights related thereto.

Dated this 28 day of May, 2019.

Midwest Neurosurgeons, LLC

By

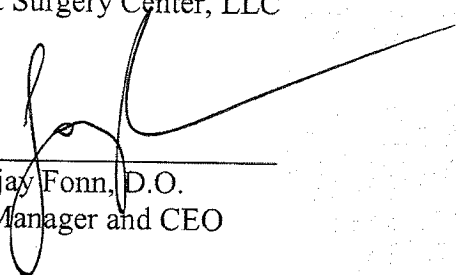
  
\_\_\_\_\_  
Sonjay Fonn, D.O.  
Its Manager and CEO

## ASSIGNMENT OF ACCOUNTS RECEIVABLE

In consideration of payment in the amount of Three Hundred Forty-Seven Dollars and Forty Cents (\$347.40), receipt of which is hereby acknowledged, Midwest Surgery Center, LLC does hereby transfer, convey and assign to Fonn Enterprises, LLC, all of its right, title and interest in and to all accounts receivable from Mark Golish, being in the principal the amount of Six Thousand Nine Hundred Forty-Eight Dollars (\$6,948.00), more or less, including any contract rights related thereto.

Dated this 28 day of May, 2019.

Midwest Surgery Center, LLC

By   
\_\_\_\_\_  
Sonjay Fonn, D.O.  
Its Manager and CEO



## IN THE 22ND JUDICIAL CIRCUIT, CITY OF ST LOUIS, MISSOURI

Judge or Division: MICHAEL FRANCIS STELZER	Case Number: 2122-CC00306	
Plaintiff/Petitioner: FONN ENTERPRISES LLC	Plaintiff's/Petitioner's Attorney/Address: SHAUN CRAIG BROEKER ONE US BANK PLAZA SAINT LOUIS, MO 63103	
Defendant/Respondent: MARK GOLISH	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101	(Date File Stamp)
Nature of Suit: CC Breach of Contract		

**Summons for Personal Service Outside the State of Missouri**  
(Except Attachment Action)

The State of Missouri to: **MARK GOLISH**  
Alias:  
3820 HIGHWAY 145 SOUTH  
HARRIBURG, IL 62946

COURT SEAL OF



CITY OF ST LOUIS

You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the plaintiff/petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.

February 25, 2021

Date

Further Information:

Clerk

## Officer's or Server's Affidavit of Service

I certify that:

- I am authorized to serve process in civil actions within the state or territory where the above summons was served.
- My official title is \_\_\_\_\_ of \_\_\_\_\_ County, \_\_\_\_\_ (state).
- I have served the above summons by: (check one)
  - ☐ delivering a copy of the summons and a copy of the petition to the defendant/respondent.
  - ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with \_\_\_\_\_, a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.
  - ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to \_\_\_\_\_ (name) \_\_\_\_\_ (title).
  - ☐ other: \_\_\_\_\_

Served at \_\_\_\_\_ (address)  
in \_\_\_\_\_ County, \_\_\_\_\_ (state), on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Subscribed and sworn to before me this \_\_\_\_\_ (day) \_\_\_\_\_ (month) \_\_\_\_\_ (year).

I am: (check one)

- ☐ the clerk of the court of which affiant is an officer.
- ☐ the judge of the court of which affiant is an officer.
- ☐ authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)
- ☐ authorized to administer oaths. (use for court-appointed server)

(Seal)

Signature and Title

## Service Fees

Summons \$ \_\_\_\_\_  
Non Est \$ \_\_\_\_\_  
Mileage \$ \_\_\_\_\_ ( \_\_\_\_\_ miles @ \$ \_\_\_\_\_ per mile)  
Total \$ \_\_\_\_\_

See the following page for directions to officer making return on service of summons.

### **Directions to Officer Making Return on Service of Summons**

A copy of the summons and a copy of the motion must be served on each defendant/respondent. If any defendant/respondent refuses to receive the copy of the summons and motion when offered, the return shall be prepared accordingly so as to show the offer of the officer to deliver the summons and motion and the defendant's/respondent's refusal to receive the same.

Service shall be made: (1) On Individual. On an individual, including an infant or incompetent person not having a legally appointed guardian, by delivering a copy of the summons and motion to the individual personally or by leaving a copy of the summons and motion at the individual's dwelling house or usual place of abode with some person of the family over 15 years of age who permanently resides with the defendant/respondent, or by delivering a copy of the summons and petition to an agent authorized by appointment or required by law to receive service of process; (2) On Guardian. On an infant or incompetent person who has a legally appointed guardian, by delivering a copy of the summons and motion to the guardian personally; (3) On Corporation, Partnership or Other Unincorporated Association. On a corporation, partnership or unincorporated association, by delivering a copy of the summons and motion to an officer, partner, or managing or general agent, or by leaving the copies at any business office of the defendant/respondent with the person having charge thereof or by delivering copies to its registered agent or to any other agent authorized by appointment or required by law to receive service of process; (4) On Public or Quasi-Public Corporation or Body. Upon a public, municipal, governmental or quasi-public corporation or body in the case of a county, to the mayor or city clerk or city attorney in the case of a city, to the chief executive officer in the case of any public, municipal, governmental, or quasi-public corporation or body or to any person otherwise lawfully so designated.

Service may be made by an officer or deputy authorized by law to serve process in civil actions within the state or territory where such service is made.

Service may be made in any state or territory of the United States. If served in a territory, substitute the word "territory" for the word "state."

The office making the service must swear an affidavit before the clerk, deputy clerk, or judge of the court of which the person is an officer or other person authorized to administer oaths. This affidavit must state the time, place, and manner of service, the official character of the affiant, and the affiant's authority to serve process in civil actions within the state or territory where service is made.

Service must be made less than 10 days nor more than 30 days from the date the defendant/respondent is to appear in court. The return should be made promptly, and in any event so that it will reach the Missouri court within 30 days after service.



## IN THE 22ND JUDICIAL CIRCUIT, CITY OF ST LOUIS, MISSOURI

Judge or Division: MICHAEL FRANCIS STELZER	Case Number: 2122-CC00306	
Plaintiff/Petitioner: FONN ENTERPRISES LLC	Plaintiff's/Petitioner's Attorney/Address: SHAUN CRAIG BROEKER ONE US BANK PLAZA SAINT LOUIS, MO 63103	
Defendant/Respondent: MARK GOLISH	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101	(Date File Stamp)
Nature of Suit: CC Breach of Contract		

**Summons for Personal Service Outside the State of Missouri**  
(Except Attachment Action)

The State of Missouri to: **MARK GOLISH**  
Alias:  
3820 HIGHWAY 145 SOUTH  
HARRIBURG, IL 62946

COURT SEAL OF



CITY OF ST LOUIS

You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the plaintiff/petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.

February 25, 2021

Date

Further Information:

Clerk

## Officer's or Server's Affidavit of Service

I certify that:

- I am authorized to serve process in civil actions within the state or territory where the above summons was served.
- My official title is DEPUTY of SALINE County, IL (state).
- I have served the above summons by: (check one)
  - ☒ delivering a copy of the summons and a copy of the petition to the defendant/respondent.
  - ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with \_\_\_\_\_, a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.
  - ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to \_\_\_\_\_ (name) \_\_\_\_\_ (title).
  - ☐ other: \_\_\_\_\_

Served at 3820 HWY 145 SOUTH, HARRISBURG, IL 62946 (address)  
in SALINE County, IL (state), on 06-07-21 (date) at 12:20pm (time).

CHARLES RUBRIGHT

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Subscribed and sworn to before me this 7th (day) June (month) 2021 (year).

I am: (check one)

- ☐ the clerk of the court of which affiant is an officer.
- ☐ the judge of the court of which affiant is an officer.
- ☐ authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)
- ☐ authorized to administer oaths. (use for court-appointed server)



Misty Fulkerson  
Signature and Title

## Service Fees

Summons \$ 34.00  
Non Est \$ \_\_\_\_\_  
Mileage \$ 1.00 ( 2 miles @ \$ .50 per mile)  
Total \$ 35.00

See the following page for directions to officer making return on service of summons.